

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE**

INGENIO, FILIALE DE LOTO-  
QUEBEC, INC.

Plaintiff

$$V_{\infty}$$

GAMELOGIC, INC.

Defendants..

C.A. No. 04-1532 (KAJ)

## JURY TRIAL DEMANDED

**DEFENDANT GAMELOGIC INC.'S NOTICE OF 30(B)(6) DEPOSITION OF  
PLAINTIFF INGENIO, FILIALE DE LOTO-QUEBEC, INC.**

PLEASE TAKE NOTICE that commencing at 8:00 a.m. on February 14, 2006, defendant GameLogic, Inc. will take the deposition upon oral examination of plaintiff Ingenio, filiale de Loto-Quebec, Inc. at the offices of Bingham McCutchen LLP, 1120 20th Street NW, Washington, DC 20036. The deposition will be taken pursuant to Rule 30(b)(6) of the Federal Rules of Civil Procedure before an officer authorized to administer oaths and will continue from day to day until completed, Saturdays, Sundays, and legal holidays excepted. The deposition will be recorded by video and stenographic means.

PLEASE TAKE FURTHER NOTICE that because the deponent is not a natural person, Ingenio shall designate to testify one or more of its officers, directors, managing agents, employees, or other persons who have consented to testify on its behalf, who shall have knowledge of, and who are capable and competent to testify regarding the categories identified in the attached Schedule A.

PLEASE TAKE FURTHER NOTICE that deponent shall notify GameLogic's counsel not later than 5 days prior to the deposition date of the need for an interpreter to translate the deposition questions and answers, and the specific language or dialect for which the interpreter is required.

POTTER ANDERSON & CORROON LLP

OF COUNSEL:

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Dated: January 30, 2006  
717440

By: /s/ David E. Moore  
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*Attorneys for Defendant GameLogic Inc*

**SCHEDULE A**

**DEFINITIONS & INSTRUCTIONS**

A. The terms “*Ingenio*,” “*you*,” and “*your*” shall refer to plaintiff Ingenio, filiale de Loto-Quebec, Inc., its subsidiaries, divisions, parents, affiliates, present and former officers and directors, employees and agents, and all of those *persons* (as defined below) acting on its behalf.

B. The term “*person*” includes not only natural persons, but also, without limitation, firms, associations, partnerships, corporations and other legal entities, and parent companies, subsidiaries, divisions, departments, affiliates, dbas, or other units thereof.

C. The term “*patents-in-suit*” as used herein refers to United States Patent No. 5,709,603 (“the ‘603 patent”) and the U.S. patent application(s) upon which the ‘603 patent is based; and United States Patent No. 5,569,082 (“the ‘082 patent”) and the U.S. patent application(s) upon which the ‘082 patent is based.

D. The terms “*relating to*,” “*relate to*,” and “*in connection with*” shall mean and include all documents and information that constitute, concern, mention, discuss, summarize, reflect, or may provide evidence of the subject matter of such category of testimony.

E. “*Any*” or “*each*” shall be understood to include and encompass “all.” “*Or*” shall be understood to include and encompass “*and*”; “*and*” shall be understood to include and encompass “*or*.” The plural of any word shall be construed as the singular, and vice versa, as necessary, in order to bring within the scope of this Notice any information, documents, or things that might otherwise be construed to be outside their scope.

### **SUBJECT MATTER OF TESTIMONY**

1. All facts supporting any contention by Ingenio that GameLogic infringes the asserted claims of the patents-in-suit.
2. All facts supporting any contention by Ingenio that GameLogic has willfully infringed the patents-in-suit, including but not limited to all facts related to any alleged notice to GameLogic, or any alleged failure on the part of GameLogic to exercise due care to avoid infringement.
3. The design, development and operation of all personal computer lottery type games (including without limitation Treasure Tower<sup>TM</sup> CD-ROM lottery games, Click&Play<sup>SM</sup> lottery games, CyberSlingo® lottery games, and eGames lottery games) made, used, licensed, leased and/or sold by Ingenio.
4. The prosecution of the patents-in-suit, including but not limited to communications with the United States Patent and Trademark Office concerning the patents-in-suit.
5. The prosecution of any foreign counterpart of the patents-in-suit, including but not limited to communications with the patent office of any country concerning the patents-in-suit, or any foreign counterpart thereof.
6. All patent applications filed and directed to personal computer lottery type games, including but not limited to applications assigned to Ingenio, its parents, or subsidiaries.
7. The level of ordinary skill in the art pertaining to the subject matter of the asserted claims of the patents-in-suit at the time of the filing of the patents-in-suit.
8. The conception and reduction to practice of the patents-in-suit.
9. The earliest priority date to which you believe each asserted claim of the patents-in-suit is entitled, and the factual basis of this contention.
10. Identification of the first printed publication describing the claimed invention of the patents-in-suit, and the date of that publication.

11. The date on which the claimed invention of the patents-in-suit was first in public use, and the circumstances of that use.

12. The first sale of the claimed invention of the patents-in-suit, and the circumstances of that first sale.

13. All facts supporting any contention by Ingenio that the asserted claims of patents-in-suit are valid.

14. To the extent that Ingenio claims that the validity of any claim is supported by secondary indicia of non-obviousness, the facts supporting that contention, including, but not limited to, any facts related to long-felt but unsolved need, commercial success, failed efforts of others, copying by others, praise for the invention, unexpected results, disbelief of experts, general skepticism of those in the art, commercial acquiescence, or simultaneous development.

15. The corporate structure of Ingenio, including without limitation the identity and job responsibility of all corporate officers.

16. The assignment history of the patents-in-suit, including but not limited to the acquisition of the patents-in-suit from Perry Kaye, and the circumstances under which Ingenio first became aware of the patents-in-suit and how Ingenio came to acquire the patents-in-suit from Mr. Kaye.

17. Ingenio's search for documents and things in response to GameLogic's discovery requests, including the files and documents searched (including but not limited to the files and documents of past and present employees of Ingenio), methods, procedures, search requests and/or document retention policies used by Ingenio to comply with GameLogic's discovery requests.

**IN THE UNITED STATES DISTRICT COURT  
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**CERTIFICATE OF SERVICE**

I, David E. Moore, hereby certify that on January 30, 2006, the attached document was hand delivered to the following persons and was electronically filed with the Clerk of the Court using CM/ECF which will send notification of such filing(s) to the following and the document is available for viewing and downloading from CM/ECF:

Edmond D. Johnson  
The Bayard Firm  
222 Delaware Avenue, Suite 900  
P.O. Box 25130  
Wilmington, DE 19899

I hereby certify that on January 30, 2006, I have Electronically Mailed the documents to the following non-registered participants:

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